

## NOTICE OF REQUEST FOR QUOTATION

SOLICITATION NO: AG08-0029

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Arizona Office of the Attorney General 1275 W Washington Phoenix, AZ 85007-2926

**SOLICITATON NUMBER: AG08-0029** 

**DESCRIPTION: Crystal Report – Report Development** 

**SOLICITATION DUE DATE: March 11, 2008, 3:00 pm** Local Arizona Time.

**OFFER SHOULD BE FAXED TO**: Office of the Attorney General, Procurement Unit, (602) 542-8079. E-Mail is acceptable to <a href="mailto:jerry.connolly@azag.gov">jerry.connolly@azag.gov</a> offer should be provided as a pdf or similar document. Offers may be mailed or delivered to the Office of the Attorney General, Attention: Procurement Unit, 1275 West Washington Street, Phoenix, AZ 85007.

Request for Quotation available in MS Word: A copy of this Solicitation is available in MS Word by sending an e-mail to Jerry. Connolly@azag.gov. The Solicitation on file in the Office of the Attorney General Procurement Office shall have precedence over any differing documents. Changes to this solicitation shall be without effect unless proposed in accordance with the Uniform and Special Instruction Sections of this Solicitation and specifically accepted by the Arizona Office of the Attorney General.

**General:** In accordance with A.R.S. § Title 41, Chapter 23, A.A.C. R2-7-336, quotations for the materials or services specified will be received by the Office of the Attorney General, at the above specified location, until the time and date cited. All quotations should be completed in ink or typewritten and returned via facsimile to (602) 542-8079. Additional instructions for preparing a quotation are provided in the Special Instructions to Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUOTATIONS.

Solicitation Contact Person:
Jerry Connolly
Contract Management Supervisor
Phone: (602) 542-8030
Fax: (602) 542-8079

E-Mail: Jerry.Connolly@azag.gov



## SCOPE OF WORK

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## 1. Scope Of Work

### 1.1. Purpose and Background

In the Arizona Attorney General's Office (hereinafter AGO), the Tax, Bankruptcy and Collection Section is made up of three units. Two of those units, the Bankruptcy Unit and the State Court Collections Unit, represent the State of Arizona and more than 60 State agencies, boards, commissions and universities, collecting debts owed to the State.

In 2005, the AGO contracted with **Legal Files Software, Inc.** (hereinafter Legal Files) in a competitive procurement process to supply, configure and support an office-wide case management system (hereinafter CMS) for the AGO, including the Tax, Bankruptcy and Collection Section. A subcontractor, **RevQ**, **a Columbia Ultimate Company** (hereinafter RevQ) provided its software solution, "Revenue Results" to the AGO in fulfillment of Legal Files' responsibility to furnish an approved financial and accounting software package to interface with Legal Files' own software. One of the AGO's users of the RevQ software is the BCE Unit of the Tax, Bankruptcy and Collection Section (hereinafter BCE).

BCE seeks to maximize the enhanced and more efficient billing, debtor tracking, and payment tracking features of *Revenue Results*, as this will increase state revenues derived from collections. BCE can make these improvements if it can acquire some very important periodic reporting and debtor billing capabilities. This, in turn, will require the creation of a small number of specially designed custom reports, generated from the BCE caseload data in the *Revenue Results* database and generated through the use of reporting software known as Crystal Reports.

### 1.2. Scope of Work

This statement of work covers the work that will be done to create the following reports that have numerous parameters/filters: (1) Collector/Agency Detail, (2) Debtors Statements, and (3) Debtor Detail/Garnishment Reports. The reports will be executed using Crystal Reports. However, the data will be from the Revenue Results SQL Server database.

#### 1.3. Report Descriptions

### 1.3.1. Collector/Agency Detail Report

This report shall contain detail by collector and/or by agency.

- 1.3.1.1. Report Heading shall include: Agency Name and Agency Number.
- 1.3.1.2. Detail data fields shall include: Debtor number, Debtor name, Account number, Open file number, Date of the financial transaction, type of the financial transaction, transaction amount, transaction description.
- 1.3.1.3. The report shall be able to be run for a single account type or multiple account types. The report shall do a page break on account type. At the end of each account type a total for the account type shall be provided.
- 1.3.1.4. There shall be an option to run the report by collector or agency. If this is done the report shall be sorted by collector or agency and there shall be additional prompts to sort by account type, by account reference number or account number. Using this option there shall be a page break between collectors or agency.

#### 1.3.2. Debtors Statements Report

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This report is intended to provide details of account activities and payment information to the debtor. This is done in the form of debtor statements.

- 1.3.2.1. The user shall have the ability to select the debtor statements by all, some, or one specific debtor. This shall be a parameter prompt when running the report. The parameter prompt shall list debtor numbers that the user can either select individually or all debtors.
- 1.3.2.2. The debtor statement shall show the history of the financial transactions that have occurred on the accounts included on the statement. The user shall have the ability to indicate a date range for what transactions are to be included.
- 1.3.2.3. The Report Heading shall include: Debtor Name, Debtor Address, Debtor Number, Statement date range, Agency account number.
- 1.3.2.4. Detail data fields shall include: Transaction date, transaction type, transaction description, transaction amount and a running statement balance for the debtor by transaction.
- 1.3.2.5. The debtor statement shall have information text allowing the debtor to provide credit card information, payment enclosed information, and new address and phone information. This information shall be displayed at the end of the statement as a payment stub.
- 1.3.2.6. When running this debtor statement, the user shall be prompted for global comments that will also be included immediately above the payment stub.
- 1.3.2.7. The data on the report shall be sorted by transaction date.
- 1.3.2.8. The user shall have the ability to prepare a debtor statement displaying the complete history or commencing from a specified date.
- 1.3.2.9. To run these statements, there shall be established the following flags: a) out-of-state, b) bankruptcy, c) bad address. The statements shall not be generated for these debtors. However, a supplemental report shall be generated to display the debtors for whom no debtor statement was generated for these reasons.

#### 1.3.3. Debtor Detail/Garnishment Report

This report shall contain detail by debtor. The debtor detail report shall contain a parameter prompt to run either by debtor detail or by debtor garnishment detail. If run by garnishment detail the report shall check for a custom garnishment flag on the debtor. The report shall only report detail on debtors having the garnishment flag when the garnishment parameter is selected. Detail data fields shall include: opening balance, adjustments, payments, finance charges, and the ending balance.

#### 1.3.4. Requirements For All Reports

1.3.4.1. The user shall have the ability to choose either all or specific instances of the following prompts when running all reports: Agency, Collector, Account Type, Debtor.



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- 1.3.4.2. The user shall also have the ability to run all reports in either detail or summary format. This option shall be a parameter prompt when running all reports. To depict what is intended with the detail format and also the summary format, the vendor should refer to the attached exhibits A, B and C as labeled, contained in Attachment III.
- 1.3.4.3. All reports shall allow either a blank beginning date or blank beginning and ending dates. If only the beginning date is blank, this would signify that all data up to the ending date is to be included. If both dates are blank then all data shall be included. Blank beginning and ending dates shall be the default.
- 1.3.4.4. In all reports, the agency shall be determined by the three character code included at the beginning of each account type in Revenue Results. However, it shall be the agency name and not the three-character code that will be displayed in the report.
- 1.3.4.5. All reports must include a prompt to select only zero balance accounts, or only non-zero balance accounts, or a combination of both.

## 1.3.5. Report Layouts

The report layouts are depicted in the samples created by the Arizona Office of the Attorney General (AGO) and attached hereto in Attachment III as Exhibits A, B and C.

#### 1.3.6. Time Frames

These reports shall be fully tested by the vendor and fully delivered to the Attorney General (AGO) on or before May 16, 2008.



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## 2. SPECIAL TERMS AND CONDITIONS

#### 2.1. Contract

This contract is issued for the Arizona Attorney General Office in accordance with ARS §41-2535.

### 2.2. Contract Type

Firm Fixed Cost.

#### 2.3. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein. Any extension of this contract shall be documented with a written amendment. If the Office of the Attorney General exercises such rights, all terms, conditions and provisions of the original contract shall remain in effect and apply during the renewal period, with the possible exception of price.

#### 2.4. Changes

The Office of the Attorney General reserves the right to add or delete related services and materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State. Changes to the Contract shall be documented by formal written amendment(s).

### 2.5. Documents Incorporated by Reference

The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) and are incorporated into this contract as if fully set forth herein. Offerors are encouraged to obtain these documents. Offerors may obtain copies by any of the following means:

- 2.5.1. Visit the Arizona State Procurement Office (SPO) web site at: <a href="http://www.azspo.az.gov/PoliciesDocuments/index.htm">http://www.azspo.az.gov/PoliciesDocuments/index.htm</a>;
- 2.5.2. Calling the Attorney General Office, Procurement at (602) 542-8030;
- 2.5.3. Faxing a request to the Attorney General Office, Procurement at (602) 542-8079;
- 2.5.4. Mailing a request to the Attorney General Office, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007; or
- 2.5.5. Picking up a copy at the Attorney General Office, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007.

#### 2.6. Estimated Usage

Any contract resulting from this Solicitation shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of work that may be performed under any resulting contract.

#### 2.7. Non-Exclusive Contract

The Office of the Attorney General has the right to go outside the contract to obtain similar services or obtain materials from another source when necessary to meet the requirements of the State. Any off contract procurement shall be made in accordance with the Arizona Procurement Code.



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#### 2.8. Ownership of Materials

All materials, documents, deliverables and/or other products of the contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the State of Arizona and the Attorney General Office, free from any claim or retention of right on the part of the contractor, its agents, subcontractors, officers or employees.

#### 2.9. Key Personnel

The contractor agrees to utilize only experienced, responsible, and capable people in the performance of this contract. The contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing key personnel who are performing work under this contract.

#### 2.10. Background Check of Contractor's Employees

The Office of the Attorney General may require all personnel, contractors, employees, or subcontractors, working with the Office of the Attorney General to submit to and successfully pass fingerprinting and background checks.

#### 2.11. Removal of Contractor's Employees

The Office of the Attorney General may require the contractor to remove from an assignment employees who endanger persons, property or whose continued employment under this contract is inconsistent with the interests of the Office of the Attorney General.

### 2.12. Availability of Contractor

The contractor shall be available immediately upon receipt of the Notice to Proceed and remain available to the Office of the Attorney General throughout the period of performance as stated in the contract.

#### 2.13. Licenses and Permits

The contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business and conducted by the contractor and for the completion of the work specified in the Scope of Work.

### 2.14. Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the Office of the Attorney General for the purpose of assuring that no information contained in its records or obtained from the State or from others carrying out its functions under the contract shall be used by or disclosed by the contractor, its agents, offices, employees, subcontractors, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Office of the Attorney General. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Office of the Attorney General.

#### 2.15. Treatment of Confidential Business Information

AGO may turn over to the Contractor Confidential Business Information (CBI) necessary to carry out the work required under the Contract or the Contractor may be exposed to Confidential Business Information while working with the AGO. The Contractor and the Contractor's employees agree to use the CBI only under the following conditions:

2.15.1. Use the CBI only for the purposes of carrying out the work required by the Contract;



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- 2.15.2. Not disclose the information to anyone other than properly cleared employees; and
- 2.15.3. Return the CBI to AGO whenever the information is no longer required by the Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract.

#### 2.16. Laws and Regulations

The contractor shall establish and maintain procedures and controls that comply with laws and regulations. The Contractor shall hold the State and the Attorney General harmless from loss, cost or damage by reason of any actual or alleged violation thereof arising out of the Contractor's employees or subcontractor's failure to so comply.

## 2.17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Office of the Attorney General intends to comply with assurances given to components of the State covered under HIPAA and its accompanying Administrative Simplication Regulations ("Covered Components"). These written assurances certify that the Office will collect, receive, use, and disclose the minimum necessary protected health information and related records solely for the purposes allowed under HIPAA. The Contractor warrants that he or she is familiar with the requirements of HIPAA and its accompanying regulations and will comply with any HIPAA requirement that may be applicable to the Office during the course of this agreement. In addition, the Contractor shall agree to cooperate to ensure compliance with assurances given to Covered Components, including signing a Business Associate Agreement in cases where the Contractor, Contractor's employees, and any Subcontractors may work with data that involves a Covered Component (e.g. CPS, DDD, State Hospital, BHS, AHCCCS, etc.) and these agencies receive protected health information from or on behalf of the HIPAA covered client. Counsel agrees to execute such further HIPAA assurances or agreements as the State may deem appropriate.

#### 2.18. Pricing

#### 2.18.1. Pricing

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

#### 2.18.2. Price Reduction

A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

#### 2.18.3. Price Adjustment

The contractor may submit a fully documented request for a price increase at the time of contract renewal. The Office of the Attorney General will determine whether the price increase or an alternate solution, including contract termination, is in the best interest of the State of Arizona

#### 2.19. Shipping

Prices shall be FOB Destination Phoenix, Arizona.

#### 2.20. Invoicing



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#### 2.20.1. Invoice Frequency

The contractor shall an invoice upon completion of the work described in the Scope of Work. In no instance shall the amount(s) being invoiced differ from the price established in the contract and any subsequent approved written Amendments.

#### 2.20.2. Invoices and Payment

Payment for service under this agreement may be the responsibility of the Office of the Attorney General or may be the responsibility of a state entity. The source of payment will be identified at the time the service is ordered. All billings shall be submitted to the State entity identified as responsible for payment.

#### 2.20.3. Invoice Format

Invoices shall clearly indicate the work accomplished. The total amount for each task billed must be itemized on each invoice. Contract and/or Purchase Order numbers should be included. The contractor shall submit invoices to the Office of the Attorney General, Attention: Accounts Payable, 1275 West Washington Street, Phoenix, AZ 85007.

#### 2.21. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors.

### 2.22. Disabilty Access

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not Individuals with disabilities.

## 2.23. Federal Immigration Laws, Compliance by State Contractors

By entering into the contract, the contractor warrants compliance with the Federal immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration

and Control Act), for all Employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any contractor or subcontractor performing work under the contact. Should the State suspect or find that the Contactor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

#### 2.24. Insurance and Indemnification

#### 2.24.1. Indemnification Clause



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Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona.

2.24.1.1. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 2.25. Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance.

#### 2.25.1. Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below.

#### 2.25.2. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability-Written and Oral	\$1,000,000



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\$1,000,000 Fire Legal Liability Each Occurrence \$1,000,000

- 2.25.2.1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor".
- 2.25.2.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

#### 2.25.3. Automobile Liability

Automobile Liability, Bodily Injury and Property Damage for any owned, hired, and/or nonowned vehicles used in the performance of this contract.

Combined Single Limit (CSL)

\$1,000,000

2.25.3.1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor, involving automobiles owned, leased, hired or borrowed by the contractor".

#### 2.25.4. Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- 2.25.4.1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- 2.25.4.2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent contractor) form.

## 2.25.5. Professional Liability (Errors and Omissions Liability)

\$1,000,000 Each Claim \$2,000,000 Annual Aggregate

2.25.5.1. In the event that the professional liability insurance required by this contract is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be



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maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

- 2.25.5.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- 2.25.5.3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

#### 2.25.6. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

- 2.25.6.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor even if those limits of liability are in excess of those required by this contract.
- 2.25.6.2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2.25.6.3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

#### 2.25.7. Notice of Cancellation

Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 30 days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (The State of Arizona and the Office of the Attorney General) and shall be sent by certified mail, return receipt requested.

#### 2.25.8. Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

#### 2.25.9. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Office of the Attorney General. The State of Arizona contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified



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copies of all insurance policies required by this contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

#### 2.25.10. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### 2.25.11. Approval

Any modification or variation from the insurance requirements in this contract must have prior approval from the Department of Administration, Risk Management Section, whose

decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

#### **2.25.12. Exceptions**

In the event the contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 2.26. Notices Correspondence and Invoices

Notices, Correspondence and Invoices from the contractor to the Office of the Attorney General shall be sent to:

Arizona Office of the Attorney General 1275 West Washington Street Phoenix, AZ 85007



## **SPECIAL INSTRUCTIONS**

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Arizona Office of the Attorney
General
1275 W Washington
Phoenix, AZ
85007-2926

### 3. Special Instructions to Offerors

#### 3.1. Solicitation Inquiries

#### 3.1.1. Issuing Office Solicitation Contact Person

The AGO Procurement Office Solicitation Contact Person identified on the cover page of this RFP shall be the sole point of contact for purposes of the preparation and submittal of proposals to this Solicitation.

#### 3.1.2. Solicitation Clarifications

All questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person via: email (preferred), facsimile or mailed to the attention of Solicitation Contact Person. If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date.

#### 3.1.3. Solicitation Amendments

The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their proposal by the specified due date and time.

#### 3.2. Components of a Complete Proposal

#### 3.2.1. Proposal Format

Offerors should submit their Offer as one (1) original set. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. The following information should be submitted with your proposal and in this order. This format provides a section layout for the proposal and pricing section. Failure to include all of the requested information may result in a proposal being rejected.

#### 3.2.1.1. Transmittal Letter

A transmittal letter should accompany all proposals. A corporate officer or a person who is authorized to represent your company should sign this letter. The letter of transmittal should:

- Identify the submitting organization
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification
- Explicitly indicate acceptance of the requirements of this RFQ
- Be signed by the person authorized to contractually obligate the organization

#### 3.2.1.2. Offer and Contract Award Form (ATTACHMENT I)

Offeror should complete the top half of the Offer and Contract Award form. The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.



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All Offers submitted and opened in response to this RFQ are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the State will be open to public inspection.

#### 3.2.1.4. Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The State also may exercise any other remedy available by law.

#### 3.2.1.5. Questionnaire Responses

Respond to the information requested in the Questionnaire portion of this RFP. Responses to the questionnaire should follow the order below and the structure provided within this RFQ.

- Business Questionnaire
- Narrative

#### 3.2.1.6. Insurance

The Offeror should provide a Certificate of Insurance or a letter from the Offeror's Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the Special Terms and Conditions Section of this RFQ.

#### 3.3. Evaluation Criteria

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance.

Qualifications, Experience, and Reliability of Key Personnel and Organization

Pricing Schedule

Narrative

Conformance to the RFQ

#### 3.4. Discussions



#### SPECIAL INSTRUCTIONS

SOLICITATION NO: AG08-0029

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After the initial receipt and evaluation of proposals, the AGO may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, proposals should be submitted initially complete and on most favorable terms. In the event discussions are conducted, the AGO shall issue a written request for Best and Final Offers.

#### 3.5. Best and Final Offer

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

### 3.6. Definitions of Key Words Used in the RFP

#### 3.6.1. Shall, Must

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

#### 3.6.2. Should, Will

Indicates something that is recommended but not mandatory.

#### 3.6.3. May

Indicates something that is not mandatory but permissible.



## **ATTACHMENT I**

SOLICITATION NO: AG08-0029

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## OFFER AND CONTRACT AWARD

#### **SOLICITATION NO. AG08-0029**

Attorney General Office Purchasing Unit 1275 West Washington Street Phoenix, Arizona 85007 (602) 542-8030 Fax: (602) 542-8079

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The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and

General Information:	For clarification of this Offer Contact:	
Arizona Transaction Privilege (Sales) Tax License Number	Name	
Federal Employer Identification Number	Telephone Number Fax Nu	mber
Company Name	E-Mail Address	
Company Address	Signature of Authorized Person	Date
City State Zip	Printed Name	
General Office Telephone Number	Title	
million or less) Minority/Woman Owned Business Enterprise Certification (MI Vendor[ is]/[is not] a Woman Owned Business Enter		
million or less) Minority/Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not] a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is]/[is not]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is _]/[is not _]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is _]/[is not _]/[is not _]) a Woman Owned Business Enterprise Certification (Mill Vendor[ is _]/[is not _]/[is no	BE/WBE): Vendor [is]/[is not] a Minority Owned Burprise.  DNTRACT AWARD (For Arizona State Use Only)	siness Enterprise
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## **ATTACHMENT II**

SOLICITATION NO: AG08-0029

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## 4. QUESTIONNAIRE

This section requests information about the contractor. Please follow the format outlined in this section when responding. Do not provide a standard boilerplate for this information or make reference to a brochure or report as part of your response.

1. B	usiness Name, Addr	ess and	l Primary Phone	Num	ber:		Year Co tablished	mpany was d:
3. N	umber of Personnel by	/ Discipli	ine։ (Count each լ	persor	only once, by primar	y fund	ction)	
	Administrative Staff	Sa	ales Staff		Technical Staff		Docun	nentation Staff
	Other, Specify	Ot	her, Specify		Other, Specify		Tota	l Personnel
4. B	usiness Focus, by Pro	file, of Fi	irm's Relevant Pro	oject E	Experience			
	Profile of Business	Focus	Percentage of Revenue		Profile of Business Focus			Percentage of Revenue
a.				d.				
b.				e.		•		
C.				f.				

#### 4.1. REFERENCES

Provide a minimum of three references to whom you have provided similar services.

Company Name	Company Name
Point of Contact	Point of Contact
Telephone #	Telephone #
Street Address	Street Address
City, State and Zip Code	City, State and Zip Code
Company Name	Company Name
Point of Contact	Point of Contact
Telephone #	Telephone #
Street Address	Street Address
City, State and Zip Code	City, State and Zip Code



## **ATTACHMENT II**

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#### 4.2. Narrative

Provide a description of your organization's ability to provide the services identified in the Scope of Work. This description should include at a minimum, years providing these types of services, any special qualifications your organization has and identify the method your organization will use to perform this service. Describe why your organization is uniquely qualified to provide these services to the AGO.



## **ATTACHMENT II**

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## **Cost Schedule**

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

Description	Cost
Collector/Agency Detail Report	
Debtors Statements Report	
Debtor Detail/Garnishment Report	
Total Firm Fixed Cost	



## **ATTACHMENT III**

SOLICITATION NO: AG08-0029

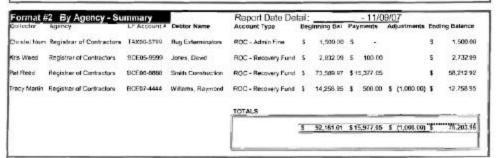
Page 1

Arizona Office of the Attorney General 1275 W Washington Phoenix, AZ 85007-2926

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Date Range: Te:
(bitch would signify
all nearry data)

Format #	1 By Agency - De	tail		Report Date Del	teil:	Same and a		- 11/0	9/0	17	9-2-2	and the second
Collector	Agency	LF Account A	Debtor Name	Account Type	Beg	pinning Bai	Pay	ements	Ad	sustimentis	Endin	g Balance
Christal from	Registrar of Contractors	TAX00-5799	Bug Externinators	ROC - Admin Fine	\$	1,500.00	\$				5	1,500.00
					5	1,500,00	\$	-	\$	- 50	\$	1,500.06
Grs Wend	Registrar of Contractions	BCE05-9199	Jones, Cavid	RQC - Recovery Fund	\$	2,300.00	5	100.03			5	2,200.00
				RCC - Interest	3	532.09					\$	532.09
					3	2,832.69	3	100.00	\$		\$	2,732.09
Pai Reed	Registrar of Contractors	BCE06-8888	Smith Construction	ROG - Recovery Fund	5	66.747.09	81	5,377.05			5	51,370.04
				ROC - Internat	3	6,842.86			2		\$	6,842.88
					\$	73,589.97	. 51	5,377.05	5		5	58,212.92
Tracy Martin	Registrar of Contractors	BCE07-4444	Williams, Raymond	ROC - Recovery Fund	\$	11,511.77	\$	500.00	\$	(1,000,00)	5	10,011.77
				ROC - Interest	5	2,747.18	2				8	2,747.18
					3	14,258.95	5	500.00	8	(1,000.00)	\$	12,758.95
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				TO THE			-		-			
				1	3	92,181,01	\$1	5,977,05	3	(1,600.00)	3	75,703.96
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SXHIBIT A

## **ATTACHMENT III**

SOLICITATION NO: AG08-0029

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#2 By Collector -	Summary		Report Date Deta	F			11/09	/07		
Agency	LF Account #	Debtor Name	Account Type	Begin	ning Bal	Payn	rents	Adjustments	End	ng Balanc
Department of Revenue		James, David		w	3,292.13	4n	100 00		617	3,19213
Department of Revenue		Williams, Raymond			4,758.85	64	500.00	\$ (1,000,00)	69	13,258 95
Registrar of Contractors	BCE06-8888	Smith Construction		S	3,589,97	\$ 15,	377.05		64	58,212 92
Structural Pest Control	TAXD0-5799	Bug Exterminators			1,500.00	10	$\tilde{E}$		6/1	1,500.00
			COLLECTOR TOTALS							
			REV	V 14	8,051.08	4 45	377.05	\$ (1,000.00)	40 40	16,451.08 58,212.99
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	#2 By Collector - Agency Department of Revenue Department of Revenue Registrar of Confractors Structural Pest Control	Collector - Summary LF Account LF	#2 By Collector - Summary Agency LF Account # Debtor Name Department of Revenue BCE05-9886 Jones, David Department of Revenue BCE07-4444 Williams, Raymond Registrar of Confractors BCE05-8886 Smith Construction Structural Pest Control TAXD0-5799 Bug Exterminators	Report Date Det  # Debtor Name Account Type Jorres, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPOC  SPOC	Report Date Det  # Debtor Name Account Type Jorres, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPOC  SPOC	Report Date Det  # Debtor Name Account Type Jorres, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPOC  SPOC	Report Date Det  # Debtor Name Account Type Jones, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPB  SPB	Report Date Det  # Debtor Name Account Type Jones, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPB  SPB	Report Date Det  # Debtor Name Account Type Jorres, David  Williams, Raymond  Smith Construction  Bug Exterminators  COLLECTOR TOTALS  ROC  SPOC  SPOC	Report Date Detail:

Format #	Collector	Kris Weed			Kris Weed [			Kris Weed		Kris Weed S						
Format #1 By Collector - Detail	Agency	Department of Revenue BCE05-9999			Department of Revenue BCE07-4444			Registrar of Contractors BCE06-8889		Structural Pest Control TAX00-5799 Bug Exterminators						
Detail	LF Account #				BCE07-4444					TAX00-5799						
	LF Account # Debtor Name	Jones, David			Williams, Raymond			Smith Construction		Bug Exterminators						
Report Date Detail:	Account Type	REV - Income REV - Penalty	REV - Interest		REV - Income	REV - Penalty REV - Interest		ROC - Recovery Fund REV - Interest		SPB - Admin Fines		COLLECTOR TOTALS	REV	ROC	SPB	
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	Beginning Bal Payments	2,300.00	532.09	3,292 13	11,511.77	500.00 2,747.18	14,758.95	68,747.09	73,589,97	1,500.00	1,500.00		18,051.08	73,590.04	1,500.00	83,141,12
١.	Payr	64		60	4/1		-64	50	55	64	60		S	45		\$15
JUNEAUL		100,00		200,00	500.00		500.00	\$15,377.05	\$15,377,05	0			600,00	\$15,377,05		\$15,977,05
Č	Adju			69	44		40		40		69		\$ (			49
	stments			4	500.00 \$ (1,000.00) \$		\$ (1,000.00) \$		31				\$ (1,000.00) \$			\$ (1,000.00) \$
	Endi	NO 100	** **	w	4 69	**	40	UN UN	4/1	40	160		41	60	49	69
	Adjustments Ending Balance	2,200.00	BD/289	3.192.13	10,011 77	2,747.18	13,258.95	51,370,04	58,212.92	1,500.00	1,500.00		16,451.08	58,212,99	1,500,00	76,164.07





## **ATTACHMENT III**

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OFFICE OF THE ATTORNEY GENERAL BANKRUPTCY AND COLLECTION ENFORCEMENT SECTION 1275 W WASHINGTON PHOENIX, ARIZONA 85007 (602) 542-1719

STATEMENT

STATEMENT DATE 09/30/06 ACCOUNT NUMBER 54216686

_	ERENC:		CODE	DESCRIPTION		AMOUNT	BALANCE
66	8601	08/30/04	4 I	PRINCIPAL	E - 34 350 c	5,000.00	5,000.00
66	8602	08/30/04		INTEREST THRU 07/31/04		5,413.06	10,413.06
40	8013	08/31/04	4 F	Finance Charge		33.33	10,446.39
5	0978	09/02/04	4 P	CK #21-8478804 THX		391.00CR	10,055.39
40	9003	09/30/04		Finance Charge		30.73	10,086.12
40	0113	10/31/0	4 F	Finance Charge		30.73	10,116.85
40	1103	11/30/04	4 F	Finance Charge		30.73	10,147.58
40:	2113	12/31/04	4 F	Finance Charge		30.73	10,178.31
50	1013	01/31/09	5 F	Finance Charge		30.73	10,209.04
50	2082	02/28/09	5 F	Finance Charge		30.73	10,239.77
50	3013	03/31/09	5 F	Finance Charge		30.73	10,270.50
50	4003	04/30/09	5 F	Finance Charge		30.73	10,301.23
50	5013	05/31/09	5 F	Finance Charge		30.73	10,331.96
50	6003	06/30/09	5 F	Finance Charge		30.73	10,362.69
50	7013	07/31/09	5 F	Finance Charge		30.73	10,393.42
50	8013	08/31/09	5 F	Finance Charge		38.39	10,431.83
50	9003	09/30/09	5 F	Finance Charge		30.73	10,462.54
50	0113	10/31/09	5 F	Finance Charge		30.73	10,493.27
50	1103	11/30/09	5 F	Finance Charge		30.74	10,524.01
50	2113	12/31/09	5 F	Finance Charge		30.74	10,554.75
60	1013	01/31/0	6 F	Finance Charge		30.74	10,585.49
60	2082	02/28/0	6 F	Finance Charge		30.74	10,616.23
60	3013	03/31/0	6 F	Finance Charge		30.74	10,646.97
60	4003	04/30/0	6 F	Finance Charge		30.74	10,677.73
60	5013	05/31/0	6 F	Finance Charge		30.74	10,708.45
60	6003	06/30/0	6 F	Finance Charge		30.74	10,739.19
60	7013	07/31/0	6 F	Finance Charge		30.74	10,769.93
60	8013	08/31/0	6 F	Finance Charge		30.74	10,800.6
60	9003	09/30/0	6 F	Finance Charge		30.74	10,831.43

I=INVOICE P	PAYMENT		PLEASE PAY	St. 1975/55 1995
C=CR MEMO A	=DISCOUNT	MAKE REMITTANCE PAYABLE TO	THIS AMOUNT =>	10,831.41
D=DR MEMO F	FIN CHRG	ARIZONA ATTORNEY GENERAL		



# 911

## **ATTACHMENT III**

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Filters:

Agency (select either all or specific Agency)
Collector (select either all or specific Collector
Account Type (select all or specific account type)

Debtor (select all or specific debtor)

Format

Detail
Summary

Date Range: To:
(blank would signify all history data)

Format:	#1 By Debtor - De	etail	Report Date D	etail:		- 11	/09/07
Collector	Agency	LF Account #	Debtor Name	Account Ty	pe	Beç	inning Bal
Kris Weed	Registrar of Contractors	BCE06-8888	Smith Construction	ROC - Reco	very Fund	\$	66,747.09
1				Interest	11/30/06	\$	570.24
				Interest	12/30/06	\$	570.24
				Interest	01/30/07	\$	570.24
				Interest	02/30/07	\$	570.24
				Interest	03/30/07	\$	570.24
				Interest	04/30/07	\$	570.24
				Interest	05/30/07	\$	570.24
				Interest.	06/30/07	\$	570.24
				Interest	07/30/07	\$	570.24
				Interest	08/30/07	S	570.24
				Interest	09/30/07	\$	570.24
				Interest	10/30/07	\$	570.24
				Payment	11/5/07	S	(15,793.65)
				W 450 EW		\$	57,796.32

Beginning Balance Accrued Interest	\$	66,747.09 6,842.88
Payments	•	(15,793.65
rayments		(15,155.05)
	\$	57,796.32



# 19112

# ATTACHMENT III

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Filters:	Agency (select either all or specific Agency)	
	Collector (select either all or specific Collector	
Ì	Account Type (select all or specific account type)	- 1
i	Debtor (select all or specific debtor)	
Format:	Detail	i
	Summary	i
Date Range: To:	From:	
(blank would signify		
all history data)		

ormat #2	Garnishment By De	btor - Detail	Report Date	Detail: 7/1/07 - 09	130/	U/
ollector	Agency	LF Account #		Account Type	Beg	inning Bal
ris Weed	Registrar of Contractors	BCE06-8888	Smith, William	ROC - Recovery Fund	\$	66,747.09
				Payment 7/06/0	, ,	(422.82)
				In State Cost 7/06/0		72.25
				Payment 7/13/0		(422.82)
				In State Cost 7/13/0		72.25
				Payment 7/20/0		(422.82)
				In State Cost 7/20/0		72.25
				Payment 7/27/0		(422.82)
				In State Cost 7/27/0		72.25
				Interest 07/30/0		544.63
				Payment 8/03/0		(422.82)
				In State Cost 8/03/0		72.25
				Payment 8/10/0		(422.82)
				In State Cost 8/10/0		72.25
				Payment 8/17/0		(422.82)
				In State Cost 8/17/0		72.25
				Payment 8/24/0		(422.82)
				In State Cost 8/24/0		72.25
				Interest 08/30/0	200	537.58
				Payment 9/07/0		(422.82)
				In State Cost 9/07/0	000	72.25
				Payment 9/14/0		(422.82)
				In State Cost 9/14/0		72.25
				Payment 9/21/0		(422.82)
				In State Cost 9/21/0		72.25
				Payment 9/28/0		(422.82)
				In State Cost 9/28/0		72.25
				Interest 09/30/0		530.46
					\$	64,152.92
				TOTALS		
				Beginning Balance	\$	66,747.09
				Accrued Cost	\$	867.00
				Accrued Interest	\$	1,612.67
				Payments	\$	(5,073.84)
					\$	64,152.92